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PART VI.

PUBLIC ADVERTISEMENTS.

HASSAN DISTRICT.

Notification dated 9th December 1927.

It is hereby notified that the right to cut and remove fuel in the coupes of the undermentioned State Forests and Kavals of the Hassan District during the year 1927-28, will be sold by public auction, by the District Forest Officer, on the dates and places noted below :—

The sale will commence at 2 P.M., precisely and will be subject to the confirmation of the District Forest Officer or the Conservator as the case may be.

Name of Range	Name of State Forest and Amrut Mahal kavals	Name of working circle	Coupe No.	Area in acres	Place of sale	Date of sale	Minimum quantity of fuel to be removed from each coupe.
Hassan	Ramedevarhalla State Forest.	(1) Rayapura ...	V 27-28 ..	60	Hassan Sandal Koty	3rd January 1928	300 Cart loads
		(2) Ramedevarhalla	V 27-28 ..	60			300 do
	Idahalla Amrut Mahal kaval.	Idahalla ...	Do ..	80			300 do

N.B.—The quantity given is probable.

2. Each bidder shall deposit a sum of Rs. 10 as earnest money before he is permitted to bid, which will be returned to him at the close of the sale, if his bid is not accepted. The accepted bidder shall, immediately after the close of the sale, pay one-fourth of the sale amount, failing which, the right will be immediately resold at the risk of the defaulting bidder. He is liable to the loss, if any, that may accrue by such resale, but will not participate in any gain.

3. The District Forest Officer reserves to himself the power of accepting or rejecting any bid without assigning any reason therefor.

4. The accepted bidder shall pay up the remaining three-fourths amount within a fortnight from the date on which the confirmation of the sale is intimated to him in addition to a sum of Rs. 100 or one-fourth of the sale amount whichever is less as security towards the fulfilment of his contract, and also execute an agreement accepting the terms specified below :—

Conditions.

(*a*) That he binds himself to fell and remove the fuel purchased by him before the the 30th June 1928.

(*b*) That he agrees to make the fellings in a methodical manner from one corner of the coupe to the other, leaving the standard trees marked on the area intact along with all the trees less than 9" in girth and trees yielding minor forest produce and such of the straight growing poles of the reserved kinds as are left out unmarked as standards through an oversight and all trees, shrubs and other throny growth that are coming up within a radius of 6 feet from the sandal trees and saplings.

(*c*) That if any standard tree or other trees and saplings to be preserved on the area are cut, he will pay a fine not exceeding Rs. 5 per tree.

(*d*) That he agrees to remove all the fuel lots outside the forest limits before the 30th June 1928 and that each removal shall be covered by a passport issued by the Range Officer or any other officer deputed by the District Forest Officer in this behalf after check and measurement.

(*e*) That he agrees to abide by the rules of the department as regards the kindling of fires and holds himself responsible for any forest offences committed by his agents, employees or workmen.

(*f*) That he agrees that no operations shall take place in the forest after sunset and before sunrise.

(*g*) That he agrees to the cancellation of the contract and the forfeiture of the deposit for breach of any of the terms of the contract.

(*h*) That he realizes that the contract lasts up to 30th June 1928 and that after which date he can have no right whatsoever over the coupe and the fuel paid for and left unremoved even in any of the coupes.

(*i*) That he agrees not to sub-let the contract to any body unless with the written sanction of the District Forest Officer.

L. P. MASCARENHAS,
District Forest Officer.

SAGAR FOREST DIVISION.

Notification dated 5th December 1927.

The undermentioned quantities of timber will be sold by public auction under the following condition at the following depots by the District Forest Officer, on the dates noted against each :—

Name of depot	Date of sale	Teak	Beete	Honne	Hebbha-lasu	Matti	Nandi	Other kinds	Re-marks
		C.ft.	C.ft.	C.ft.	C.ft.	C.ft.	Cft.	C.ft.	
1. Sagar ...	Monday 26th December 1927.	120	...	250	800	200	3,000	2,000	
2. Choradi ...	Wednesday 28th December 1927.	300	150	1,200	...	600	3,000	2,000	

N.B.—The sale in Choradi Depot will be commenced at 11 A.M., and in other Depots at 2 P.M.

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale. But defaulters to the department will not be allowed to bid at the sales.

(2) In the case of purchasers of timber in small quantities, full value thereof will be accepted, if tendered on the spot, and the payment of deposit in such cases will not be insisted upon.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 500 in each case are subject to the confirmation by the Conservator and in other cases to that of the District Forest Officer.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under Section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer for the unsold wood and the amount still due from him which will be recovered as arrears of Land Revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30 days after the date of sale or within 15 days after the date of the notice of confirmation of the sale, whichever is later. In case of purchasers of above Rs. 1,000 in value, the purchaser shall be permitted to pay up the balance in instalments of not less than Rs. 1,000, provided the full value is paid not later than the 15th May 1928. The moneys shall be paid into such treasury as the District Forest Officer may direct, within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the 10 per cent deposit paid for the lot at the time of the sale; and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber, until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase, will remain in the depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, on the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

S. VENKATAVARADIENGAR,
District Forest Officer.

KADUR FOREST DIVISION.

Notification dated 7th December 1927.

It is hereby notified that the right to cut and remove the following trees enumerated numbered and marked for felling in the coupes mentioned below of the Kadur Forest Division will be sold by public auction, by the District Forest Officer, Kadur Division, on 4th January 1928, in the District Forest Office, Chikmagalur. The sale commences at 2 P.M.

Description of coupes.

		Teak		Honne		Bete		Matti		Nandi, Jalari and Jambe		Other kinds	
		Trees	C. ft.	Trees	C. ft.	Trees	C. ft.	Trees	C. ft.	Trees	C. ft.	Trees	C. ft.
Devadan C	VI	..	..	4	100	..	..	12	300	..	..	38	600
Do	VII	..	..	2	50	..	..	6	150	..	..	19	300
Basavankote	VIII	..	..	6	150	..	..	13	250	12	150	32	450
Do	IX	..	..	12	250	..	..	15	450	20	350	161	1,000
Do	X	..	..	19	450	..	..	11	350	10	200	49	1,000
Do	XI	..	..	..	..	..	..	2	40	7	100	23	600
Do	XII	..	..	10	300	..	..	18	400	14	200	55	1,100
Halasur	VIII	..	..	7	200	4	100	7	200	..	..	18	500
Do	IX	..	..	7	200	3	50	10	250	2	500	38	800
Nasargutti C	I	162	550	4	30	7	35	8	50	..	..	2	15
Gonahal C	I	..	..	66	600	12	100	41	40	..	..	10	100
Sargode C	I	7	..	4	..	..	..	23	..	..	..	26	..
Do	II	16	..	5	..	..	..	37	..	..	..	89	..
Talkola Dis.	I	..	..	32	..	5	..	24	..	..	..	21	..
Gabgal Dis.	I	..	..	12	..	2	..	24	..	..	..	48	..
Hadivani C	I	..	..	3	..	3	..	100	..	..	..	100	..

More or less

N.B.—The minimum quantity for the last five coupes will be fixed at the time of the auction sale.

1. No one will be permitted to bid unless he deposits with the sale conducting officer a sum of Rs. 25.

2. The successful bidder will, immediately after the sale, deposit Rs. 100 as security for each coupe including the earnest money deposit of Rs. 25 referred to above.

3. The final acceptance of the sales will rest with the Conservator of Forests who does not bind himself to accept the highest or any bid or to assign any reasons whatever for the rejection of any bid.

4. The successful bidder will, within a week of the receipt of the intimation of the acceptance of his bid, execute an agreement accepting the terms specified below, in default, the sale will be cancelled and the deposit forfeited to Government :—

(*a*) That he binds to fell and remove the timber he has purchased before the 15th June 1928.

(*b*) That trees shall be felled in consecutive order as they are marked. Picking and choosing will not be allowed.

In felling trees, care should be taken to fell so as not to cause damage to the surrounding growth.

(*c*) That he shall fell the trees he has purchased and dress the logs on the spot. He will not be bound, however, to remove such logs, as the District Forest Officer may declare to be unsound and unfit for sale without recourse to sawing. The District Forest Officer's decision regarding the over-dressing of logs shall be final and the purchaser should pay the amount for such wastage as calculated by the District Forest Officer.

(*d*) That only saws will be used for cutting up the logs into the required lengths and that while he is permitted to remove whitewood, knots and flutes, he shall cause no unnecessary waste in dressing the logs. The District Forest Officer's opinion regarding the over-dressing of logs shall be final and the purchaser should pay the amount for such wastage as calculated by the District Forest Officer.

(*e*) That he binds himself to pay for in advance the value of the minimum quantity of timber to be fixed by the District Forest Officer and remove all marketable portions of a tree either in logs, pieces or poles. He will not be eligible for any refund of advance revenue, if the minimum quantity so fixed is not removed, but any excess quantity should be paid for at auction sale rates.

(*f*) That the timber prepared out of each tree shall be measured and stamped by the Range Officer or such other officer, as the District Forest Officer may authorize at the stump. Until the timber is marked at the stump, the timber shall not be removed.

(g) That he shall pay for all the timber measured as per clause (f) before removal from the Forest or the Depot fixed by the District Forest Officer.

(h) That all removals should be effected under pass-ports issued by the Forest Officer in charge of the Forest or Depot and on presentation of the treasury receipt for the value of the timber he intends to remove.

(i) That if any tree other than the one bearing the departmental stamp impression or a tree that he has not purchased is felled, he will pay a fine not exceeding Rs. 15 for each tree.

(j) That the timber paid for, but not removed within six months of the termination of the contract, shall lapse to Government.

(k) That he agrees to such timber as may not be paid for before the 15th June 1928 shall lapse to Government.

(l) That he agrees to abide by the rules of the department, as regards kindling of fires and holds himself responsible for any forest offences committed by his agents, employees and workmen.

(m) That he agrees to the cancellation of the contract and the forfeiture of his deposit for breach of any of the terms of the contract.

(n) That he agrees to maintain a register in the form prescribed by the District Forest Officer showing the serial number and kind of trees felled and the outturn of timber for each tree, which will be open to the examination of all Forest Officers.

Note.—Elephants could be hired when available, on payment of a hire of Rs. 6 per male and Rs. 5 per female for a working day of six hours (rations as usual for the elephants to be supplied by the hirer).

SALE OF TIMBER.

Notification dated 7th December 1927.

The undermentioned quantities of timber will be sold by public auction under the following conditions at the following depots by the District Forest Officer, Kadur Division, at 2 P.M., on the date noted below :—

Serial No.	Name of Depot	Description of timber				Date of sale	Remarks
		Teak poles	Honne	Matti	Other kinds		
	Kadur ...	C.ft. 930¼	C.ft. 116	C.ft. 249	...	9th January 1928.	More or less

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale, but the defaulters to the department will not be allowed to bid at the sales.

(a) In the case of purchasers of timber in small quantities, full value thereof will be accepted, if tendered on the spot, and the payment of deposit in such cases will not be insisted.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 500 in each case is subject to confirmation by the Conservator and in other cases to that of the District Forest Officer.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any

purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under Section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice will be issued to the defaulter intimating the price fixed by the District Forest Officer for the unsold wood and the amount still due from him which will be recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30 days after the date of sale or within 15 days after the date of the notice of confirmation of the sale, whichever is later. In case of purchasers above Rs. 1,000 in value, the purchaser shall be permitted to pay up the balance in instalments or not less than Rs. 1,000, provided the full value is paid not later than the 15th May 1928. The moneys shall be paid into such treasury as the District Forest Officer may direct, within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in, shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the 10 per cent deposit paid for the lot at the time of the sale; and no timber shall be removed from the Depot unless a permit is obtained from the Forest Officer in charge of the Depot. The earnest money will not be adjusted towards the value of timber, until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7, *supra*. Timber not removed after purchase, will remain in the depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, for the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

P. WOOTHIAH,
District Forest Officer.

ENGINEERING DEPARTMENT.

TUMKUR DIVISION.

Abstract Notification.

The attention of the public is invited to the detailed notification calling for sealed tenders for constructing High School Building at Maddagiri on pages 1030, 1031 and 1032, Part VI of the *Mysore Gazette* dated 1st December 1927, the last date for receiving tenders is 19th December 1927.

V. V. PATANKAR,
Executive Engineer.

MYSORE DIVISION.

Notice.

Notice is hereby given that the last date up to which tenders for constructing bridges across Cauvery and Kapila at T. Narsipur, has been extended from 10th December 1927 to 12 noon 3rd January 1928.

L. A. H. WINCKLER,
Executive Engineer.